tionality of enacting an eight-hour day for employments in general, its statements must be regarded as dictum. If this law were tested as an exercise of the police power merely, it is probable that the classification attempted would be condemned as arbitrary. See *People* v. *Orange Road Const Co.*, 175 N. Y. 84, 88.

CONSTITUTIONAL LAW—SPECIAL ASSESSMENTS.—The charter of the city of St. Louis, Missouri, provides for special assessments for street paving to be levied according to the following rule: one-fourth of the cost of paving is to be borne by the abutting owners on the basis of the front feet of ground which they own on the street in question; the remaining three-fourths is to be assessed on a district formed by drawing parallel lines to the paved street midway between that street and the next parallel street to it. On the district thus formed, the three-quarters assessment is to be levied. If there should be no parallel street the line is to be drawn 300 feet from the paved street and parallel to it. Under the provisions of this charter a certain Broadway street in St. Louis was paved. On the side of the paved street where defendant's property was situated the nearest street was 1,000 feet distant, and accordingly 500 feet of its land was included in the district; on the opposite side of the street, where the next parallel street was but 300 feet away, only 150 feet were included in the district. Defendant resisted the levy. *Held,* the plan of assessment is unconstitutional, because based upon a rule where the "probability is that the parties will be taxed disproportionately to each other and to the benefit conferred." *Gast Realty & Investment Co.* v. *Schneider Granite Co.*, 36 Sup. Ct. 254.

This case, together with the very recent cases of *Houck* v. *Little River Drainage District Co.*, 239 U. S. 254, 36 Sup. Ct. 58, and *Wagner* v. *Leser*, 36 Sup. Ct. 66, may be regarded as expressing the settled attitude of the Supreme Court on the matter of special assessments. In these cases it was laid down, following *French* v. *Barber Asphalt Paving Co.*, 181 U. S. 324, and *Louisville & Nashville Rd. Co.* v. *Barber Asphalt Paving Co.*, 197 U. S. 430, that the legislature might determine the amount of the special assessment, the extent of the taxing district, and the method of apportioning the burdens; and that "its action cannot be assailed under the Fourteenth Amendment unless it is palpably arbitrary and a plain abuse; in such cases there is no requirement of the Federal Constitution that for every payment there must be an equal benefit. The state in its discretion may lay such assessments in proportion to position, frontage, area, market value, or to benefits estimated by commissioners. And, as we have said, unless the exaction is a flagrant abuse, and by reason of its arbitrary character is mere confiscation of particular property, it cannot be maintained that the state has exceeded its taxing power." The important matter, then, is what is an abuse of power within the meaning of this rule. That an excess of tax over benefit received is not an abuse was decided in the *French* case and the *Louisville, etc., Rd.* case, supra. But in *Norwood* v. *Baker*, 172 U. S. 269, where a street was laid out through the land of one person, and the cost of taking the land from him as well as the cost of the condemna-

tion proceedings was taxed against him, the assessment was condemned because, as was later explained in the *French* case, the ordinance was "apparently aimed at a single person." But the law itself was not declared void. So also in *Martin* v. *District of Columbia,* 205 U. S. 135, in which case a jury had assessed the cost of opening an alley on adjoining owners to an amount twice as great as the former value of the land of such owners, the assessment was set aside and the case sent back with instructions that the assessment be based on the amount of actual benefit accruing to the lots. In this case also the law itself was not set aside. The court seemed unwilling to touch the general scheme of special assessment, but, as in the *Norwood* case, the particular assessment was set aside as an abuse of power. The instant case is different from both of these because here not only the particular assessment is assailed, but the whole plan is condemned. "The defendant's case is not an incidental result of a rule that as a whole and on the average may be expected to work well, but of an ordinance that is a farrago of irrational irregularities throughout." In that respect the case is different from those that went before. The rule as enunciated is this, "if the law is of such a character that there is no reasonable presumption that substantial justice will generally be done, but the probability is that the parties will be taxed disproportionately to each other and to the benefit conferred the law cannot stand against the complaint of one so taxed in fact." The law therefore seems to be that a special assessment will not be set aside on the ground that the tax exceeds the benefit, provided the rule of assessing the tax embodies "a principle generally fair and doing as nearly justice as can be expected." But in such a case even, if a particular assessment is a plain abuse of authority the assessment will be set aside. But if the whole rule of assessment is so irrational as to make it probable, under the circumtances to which it is applied, that the tax will be disproportionate to the benefit and the part borne by other owners, the entire law must fail. The instant case may be said to be the first case in the Supreme Court that falls clearly within the latter category.

CONTRACTS—TIME WITHIN WHICH OPTION TO RESELL MUST BE EXERCISED.—Defendants as vendors and plaintiff as purchaser contracted for the sale of 636 acres of land, on which plaintiff made part payment. The contract, which was dated Oct. 4, 1912, contained a provision whereby defendants agreed that if the purchaser "desires to relinquish the land at the end of one year from date of this contract, the amount paid thereon by purchaser will be returned to him with interest on the same at six per cent." On October 16, 1913, the plaintiff notified defendants that he desired to relinquish the land pursuant to the above agreement. Upon defendants' refusal the plaintiff sues to recover on the contract. *Held,* plaintiff had a reasonable time within which to exercise the option after the expiration of the time stated, and it cannot be said as a matter of law that the time taken here was unreasonable. The decision of the lower court dismissing plaintiff's complaint is reversed. *Davis* v. *Godart, et al.* (Minn. 1915), 154 N. W. 1091.